



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

May 15, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**SUMMER BEACH BUS SERVICES  
SUPERVISORIAL DISTRICTS 1, 4, AND 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award four contracts for Summer Beach Bus Services to Transit Systems Unlimited, Inc., located in Sun Valley, California, for Service Routes 4, 5, 6, and 7 at the total contract amounts for the three-year terms and annual amounts of compensation listed below. These contracts will be for a term of three years, commencing upon Board approval, with two 1-year renewal options, not to exceed a total of five years. Funds as shown in the following table for the first contract year are available in the First, Fourth, and Fifth Supervisorial Districts' Proposition A Local Return Transit Programs in the Fiscal Year 2006-07 Transit Enterprise Fund budget and in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget administered by Public Works. Funding for the second and third contract years and the approved contract renewal years will be made available through Public Works' annual budget process.

Service Route Description	Service Route Number	Supervisory District	Total Contract Amount for 3-Year Term	Total Annual Amount
East Los Angeles	4	1	\$85,440	\$ 28,480
La Crescenta/La Canada Flintridge	5	5	\$309,720	\$ 103,240
Santa Clarita	6	5	\$160,200	\$ 53,400
South Whittier	7	1 & 4	\$85,440	\$ 28,480

3. Delegate authority to the Director of Public Works or his designee to execute these contracts, similar to Enclosure A, and to annually expend up to an additional 25 percent of the annual contract sum for each contract for unforeseen, additional work within the scope of work of the contract, if required.
4. Authorize the Director to renew these contracts for each additional renewal option if, in the opinion of the Director, the contractor has successfully performed the previous contract period and the services are still required; and to suspend them if, in the opinion of the Director, they are in the best interest of the County to do so.
5. Delegate authority to the Director to annually enter into an Agreement similar to Enclosure B with the City of Santa Clarita for up to five years. Service for the first year will begin upon Board approval. The Agreement will provide for the City to reimburse the County for the City's share of the annual cost of the program for Service Route 6, Santa Clarita.
6. Delegate authority to the Director to enter into an Agreement similar to Enclosure C with the City of La Canada Flintridge, beginning upon Board approval, and ending on May 14, 2010, which provides the City to reimburse the County for the City's share of the annual cost of the program for Service Route 5, La Crescenta/La Canada Flintridge.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

These contracts are for an as-needed and intermittent transportation services. The Summer Beach Bus Services will provide express bus service between specified areas and Santa Monica Beach or Long Beach for the residents within the specified unincorporated County areas and cities during the summer months. The work to be performed will consist of all things, including, but not limited to, providing executive and administrative management; employing and supervising of all personnel including

supervisors, vehicle operators, dispatchers, mechanics, and other maintenance personnel; administration of training and safety programs; maintaining and repairing service vehicles and equipment; assisting in public relations and promotions; preparing reports and analysis of financial and other matters; clerical, statistical, and bookkeeping services; and providing all service vehicle operators, facilities, equipment, parts, and supplies required in the operation of service, unless specifically identified to be contributed by County. Public Works has contracted for some service routes for over 20 years, starting with the Altadena service route, which has been contracted since 1981. The purpose of this action is to continue contracting for the Summer Beach Bus Services.

### **Implementation of Strategic Plan Goals**

The award of these contracts are consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contractor has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact on net County cost. The contracts' annual amounts of transit services for Service Route 4, East Los Angeles (SD 1) is \$28,480; Service Route 5, La Crescenta/La Canada Flintridge (SD 5) is \$103,240; Service Route 6, Santa Clarita (SD 5) is \$53,400; and Service Route 7, South Whittier (SDs' 1 and 4) is \$28,480, respectively. Each contract will have an annual contingency of 25 percent for additional work within the scope of work of the contract, if required. These amounts are based on the daily rates per vehicle quoted by the contractor and our estimated annual utilization of the contractor's services. These contracts will commence upon Board approval for a period of three years. With the Board's delegated authority, the Director may renew these contracts for two, 1-year renewal periods, for a total contract period not to exceed five years.

The necessary funds for the first contract year are available from the First, Fourth, and Fifth Supervisorial Districts' Proposition A Local Return Transit Programs in the Fiscal Year 2006-07 Transit Enterprise Fund budget and in the proposed Fiscal Year 2007-08 Transit Enterprise Fund budget administered by Public Works. Funding for the second and third contract years and approved contract renewal years will be made available through Public Works' annual budget process.

These contracts allow a cost-of-living adjustment for the additional optional years in accordance with County policy.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Prior to the Director executing these contracts, which will be substantially similar to Enclosures A, B, and C, the contractor and the Cities will sign and County Counsel will review them as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended contracts which are for services required on an as-needed and intermittent basis; hence, these contracts are not Proposition A contracts (Los Angeles County Code Chapter 2.121).

### **ENVIRONMENTAL DOCUMENTATION**

These services are statutorily exempt from CEQA pursuant to Public Resources § 21080 (b) (10) because they are for the provision of transit services on existing highway rights of way.

### **CONTRACTING PROCESS**

On January 11, 2007, Public Works solicited proposals from 164 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure D), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the Memorandum of Understanding, the RFP of these contracted services was submitted on January 10, 2007, to the Local 660 Union for review before being released to the public. The Union declined to meet with Public Works and Public Works is unaware of any objection by the union.

On February 7, 2007, proposals from two proposers were received. One proposer submitted a proposal only for Service Route 2 (Antelope Valley). This proposer withdrew his proposal because he was not able to meet all the requirements of the RFP. The remaining proposer submitted proposals for Service Route 4 (East Los Angeles), Service Route 5 (La Crescenta/La Canada Flintridge), Service Route 6 (Santa Clarita), and Service Route 7 (South Whittier). These were first reviewed to ensure they met the mandatory requirements outlined in the RFP. The proposals met these requirements and were then evaluated by an evaluation committee consisting of Public Works staff

and a City staff member from the City of La Canada Flintridge. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, driver safety record, and equipment. Based on these evaluations, it is recommended that these contracts be awarded to the responsive and responsible proposer, Transit Systems Unlimited, Inc., located in Sun Valley, California. The contracts' annual amount for Service Route 4 (East Los Angeles) is \$28,480, Service Route 5 (La Crescenta/La Canada Flintridge) is \$103,240, Service Route 6 (Santa Clarita) is \$53,400, and Service Route 7 (South Whittier) is \$28,480. Public Works believes the contractor's price to be reasonable for the work requested.

We have conducted two solicitations for proposals for Service Route 1 (Altadena), Service Route 2 (Antelope Valley), Service Route 3 (Charter Oak), and Service Route 8 (Topanga Canyon). No proposals were received, except for one proposal in the initial solicitation for Service Route 2 (Antelope Valley) that the proposer withdrew because he was not able to meet all the requirements of the RFP. At this time, we are looking for solutions to provide service on these four routes. Options we are investigating include extending the current contract, sole source negotiations, using Special Events Transportation contractors, and issuing a revised RFP allowing school style buses for a portion of the summer.

Enclosure E reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment (revised), jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services that will exceed the contracts' approved amount, scope of work, and/or terms.

The Honorable Board of Supervisors  
May 15, 2007  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

**CONCLUSION**

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

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Enc. 5

cc: Chief Administrative Office  
County Counsel

SAMPLE AGREEMENT FOR  
SUMMER BEACH BUS SERVICE  
SERVICE ROUTE 4 (EAST LOS ANGELES)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TRANSIT SYSTEMS UNLIMITED, INC., a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on February 7, 2007, hereby agrees to provide services as described in the attached specifications for Summer Beach Bus Service, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibits E.4 (East Los Angeles), Summer Beach Bus Area Maps and Schedules; Exhibit F, Days of Operation; Exhibit G, Contractor Vehicle Specifications; Exhibit H, Controlled Substance and Alcohol Testing Program; Exhibit I, Vehicle Appearance/Cleanliness Checklist; Exhibit J, Daily Bus Report; Exhibit K, Terminal Manager's Compliance Checklist; Exhibit L, Transit Security Plan; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay the CONTRACTOR providing service under this Program an amount to exceed \$85,440 for the three-year term (\$28,480 annually), or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: As part of the evaluation process relative to this Contract solicitation, the COUNTY determined that this Contract would be awarded to the highest-rated contractor. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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FIFTH: This Contract's initial term shall be for a period of three years commencing upon Board approval. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. The CONTRACTOR shall submit monthly operation cost claims (Exhibit A, Section H. Rates and Compensation) to the COUNTY along with documentation and all required reports in the form and number required by the COUNTY no later than the 15th day of the following months for payment. Operating costs shall be submitted as amount due CONTRACTOR. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: In no event shall the total amount of compensation paid to the CONTRACTOR under this Contract exceed the amount of compensation authorized by the Board. Such total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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**ELEVENTH:** The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for The Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term proceeding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Administrative Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through L, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

TRANSIT SYSTEMS UNLIMITED, INC.

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

SAMPLE AGREEMENT FOR  
THE PROVISION OF SUMMER BEACH BUS SERVICE

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and the CITY OF SANTA CLARITA (hereinafter referred to as CITY):

WITNESSETH

WHEREAS, The COUNTY and the CITY agree that it is in the public interest to provide transportation Service for residents of the unincorporated Santa Clarita area and residents of the CITY to the Santa Monica Beach area (hereinafter referred to as (SERVICE), and

WHEREAS, The COUNTY proposes to administer the SERVICE and to bill the CITY for the actual cost of CITY'S portion of the SERVICE including COUNTY'S marketing, monitoring, and administration costs of the SERVICE, as indicated below.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, the COUNTY and the CITY agree as follows:

FIRST: The COUNTY shall administer an agreement (Service Agreement) with a third party contractor (Contractor) to furnish SERVICE to persons boarding in the CITY area, hereinafter specified, at such time and place specified along the established operating route as shown in Exhibit A. Such SERVICE shall be provided on any operating day or days during the term of this Agreement.

SECOND: The term of this Agreement shall commence upon Board approval, and end on May 14, 2008. The operation of the SERVICE shall begin on Memorial Day, May 28, 2007, and run through Labor Day, September 3, 2007, at such time and place specified along the established operating route as shown in Exhibit A.

THIRD: The CITY agrees to allow the COUNTY to provide SERVICE and to designate COUNTY as the lead agency.

FOURTH: The COUNTY and the CITY have cooperatively established SERVICE route and schedules within COUNTY'S available transportation capacity. If it is determined that SERVICE may be improved by revisions to scheduling, vehicle assignment, or areas served, the COUNTY and the CITY may plan and COUNTY may institute such changes upon mutual consent within this Agreement.

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FIFTH: The COUNTY shall charge a base fare of \$4 per round trip ride and a reduced fare of \$2 per round trip for the elderly (60 years of age and older) and persons with disabilities. Fare revenues shall be retained by the COUNTY'S Contractor to partially fund operating costs in addition to the subsidy provided by the CITY under Section 6 below.

SIXTH: The CITY agrees to pay upon receipt of a claim from the COUNTY, and documentation thereof, the actual per-ride cost of each ride provided to the CITY patrons less actual cash fares collected from the CITY patrons, provided that the CITY'S total net obligation shall not exceed one-half (50 percent) of the total operation cost of SERVICE, less fares collected. The per-ride cost shall be calculated based on the COUNTY'S actual monthly operating cost divided by the total one-way ridership. The COUNTY'S monthly operating costs shall consist of the costs of providing, operating, and maintaining vehicles, drivers, dispatchers and other necessary personnel, and insurance based on the COUNTY records. The CITY also agrees to pay, upon receipt of claim and documentation provided by the COUNTY, one-half (50 percent) of the total joint cost of marketing SERVICE. Joint marketing costs will be for any mutually agreed upon marketing effort that is intended to reach residents of both the CITY and the COUNTY. Marketing costs for efforts aimed solely at the CITY residents or solely at the COUNTY residents will be borne by the jurisdiction whose residents are the target of the independent marketing efforts and shall not include either CITY staff or COUNTY staff time spent in the joint marketing efforts. The CITY also agrees to pay one-fifth (20 percent) of CITY'S total SERVICE operational costs for the COUNTY'S administration costs, upon receipt of claim and documentation provided by the COUNTY.

SEVENTH: The COUNTY shall submit a claim for payment along with documentation of claim in the form and number required by the CITY for SERVICE provided at the completion of SERVICE. Subject to acceptance and approval by the CITY, payment will be made within 30 calendar days of approval.

EIGHTH: That if the CITY'S payments, as set forth in Section 6 above, are not delivered to the COUNTY office, which will be described on the billing invoice prepared by the COUNTY, within 30 calendar days after the due date of said invoice, the COUNTY is entitled to recover interest thereon from the date of the invoices at the rate of interest specified in the General Service Agreement executed by the parties to this Agreement currently in effect.

NINTH: That if the CITY'S payments, as set forth in Section 6 above, are not delivered to the COUNTY office, which will be described on the billing invoice prepared by the COUNTY, within 30 calendar days after the due date of said invoice, notwithstanding the provisions of Government Code, Section 907, the COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with the COUNTY, without giving notice to the CITY of the COUNTY'S intention to do so.

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TENTH: The CITY shall review all project billing invoices prepared by the COUNTY and report in writing any discrepancies to the Director of Public Works or designee (hereinafter referred to as DIRECTOR), within 30 calendar days. Undisputed charges shall be paid by the CITY to the COUNTY within 30 calendar days of receipt of invoice. The Director will review all disputed charges and submit a written justification detailing the basis for those charges within 30 calendar days of receipt of the CITY'S written report. The CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within 30 calendar days.

ELEVENTH: Notwithstanding any other agreement between the parties and the provisions of Government Code Section 895, et seq., except for the CITY'S payment obligations in Sections 5 through 10 above, the sole recourse of the parties against each other in case of liability or injury relating to this Agreement shall be a claim against the Contractor based on the Service Agreement.

TWELFTH: The COUNTY or the CITY may terminate this Agreement at any time during its term, upon 30 calendar days' prior written notice to the other party without further liability. The CITY agrees to pay its share of the cost of SERVICE up to the point of termination within 30 calendar days of receipt of invoice from the COUNTY.

THIRTEENTH: The COUNTY shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by Contractor's failure to perform under the Service Agreement or by forces of nature, fire, strike, loss of funding, or commandeering of materials, products, plants, or facilities by the government when satisfactory evidence thereof is presented to the CITY.

FOURTEENTH: Joint marketing may use any media subject to review by the CITY and the COUNTY. All promotional material specifically disseminated to the CITY or the COUNTY areas shall include the following: "This Service is financed through funds provided by the County of Los Angeles and the City of Santa Clarita."

FIFTEENTH: This Agreement is by and between CITY and COUNTY and is not intended and shall not be construed to create the relationship of agent, servant, employees, partnership, joint venture, or association as between CITY and COUNTY. This Agreement is not intended to benefit any third parties.

SIXTEENTH: The COUNTY will provide access to daily ridership logs (e.g., drivers' and dispatchers' logs) or other operational records for SERVICE deemed necessary by CITY and will provide copies thereof upon specific request of the CITY. The COUNTY will report the CITY ridership to the CITY at the end of each summer season. The COUNTY will keep records of all operating costs of SERVICE in accordance with strict accounting procedures. All reportable (as defined by law) accidents involving SERVICE equipment or personnel while operating with the CITY passengers shall be reported within one COUNTY business day (Monday through Thursday) to the CITY'S Transit Manager, or their designee. The COUNTY will maintain such operating and fiscal records as necessary to comply with the Los Angeles County Metropolitan Transportation Authority's Proposition A

Local Return guideline requirements and procedures and will maintain all records on file for a minimum of three years following the term of this Agreement.

**SEVENTEENTH:** This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement was drafted by both parties and any ambiguity shall not be construed against either party.

**EIGHTEENTH:** This Agreement and the incorporated references of the Service Agreement fully express all understanding of the parties concerning all matters covered and shall constitute the total Agreement. Except as may otherwise be provided herein, not addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF SANTA CLARITA on \_\_\_\_\_, 2007, and the DIRECTOR OF PUBLIC WORKS on \_\_\_\_\_, 2007, pursuant to authority delegated by the Board of Supervisors on \_\_\_\_\_, 2007, Board Action \_\_\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF SANTA CLARITA

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Type or Print Name

SAMPLE AGREEMENT FOR  
THE PROVISION OF SUMMER BEACH BUS SERVICE

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and the CITY OF LA CANADA FLINTRIDGE, (hereinafter referred to as CITY):

WITNESSETH

WHEREAS, The COUNTY and the CITY agree that it is in the public interest to provide transportation Service for residents of the unincorporated Santa Clarita area and residents of the CITY to the Santa Monica Beach area (hereinafter referred to as (SERVICE), and

WHEREAS, The COUNTY proposes to administer the SERVICE and to bill the CITY for the actual cost of CITY'S portion of the SERVICE including COUNTY'S marketing, monitoring, and administration costs of the SERVICE, as indicated below.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, the COUNTY and the CITY agree as follows:

FIRST: The COUNTY shall administer an agreement (Service Agreement) with a third party contractor (Contractor) to furnish SERVICE to persons boarding in the CITY area, hereinafter specified, at such time and place specified along the established operating route as shown in Exhibit A. Such SERVICE shall be provided on any operating day or days during the term of this Agreement.

SECOND: The term of this Agreement shall commence upon Board approval, and end on May 14, 2010. The operation of the SERVICE shall begin on Memorial Day, May 28, 2007, and run through Labor Day, September 3, 2007, at such time and place specified along the established operating route as shown in Exhibit A. The COUNTY will determine the exact days and dates of SERVICE for the second and third years of service approximately 60 calendar days prior to the first day of operation in each year.

THIRD: The CITY agrees to allow the COUNTY to provide SERVICE and to designate COUNTY as the lead agency.

FOURTH: The COUNTY and the CITY have cooperatively established SERVICE route and schedules within COUNTY'S available transportation capacity. If it is determined that SERVICE may be improved by revisions to scheduling, vehicle assignment, or areas served, the COUNTY and the CITY may plan and COUNTY may institute such changes upon mutual consent within this Agreement.

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FIFTH: The COUNTY shall charge a base fare of \$3 per round trip ride and a reduced fare of \$1.50 per round trip for the elderly (62 years of age and older) and persons with disabilities. Fare revenues shall be retained by the COUNTY'S Contractor to partially fund operating costs in addition to the subsidy provided by the CITY under Section 6 below.

SIXTH: The CITY agrees to pay one-third (33.3 percent) of the total SERVICE operational costs, less fares collected, one-half (50 percent) of the total joint marketing costs of the SERVICE, and one-fifth (20 percent) of the CITY'S total SERVICE operational costs for COUNTY'S Administration Costs, upon receipt of claim and documentation provided by COUNTY.

SEVENTH: The COUNTY shall submit a claim for payment along with documentation of claim in the form and number required by the CITY for SERVICE provided at the completion of SERVICE. Subject to acceptance and approval by the CITY, payment will be made within 30 calendar days of approval.

EIGHTH: That if the CITY'S payments, as set forth in Section 6 above, are not delivered to the COUNTY office, which will be described on the billing invoice prepared by the COUNTY, within 30 calendar days after the due date of said invoice, the COUNTY is entitled to recover interest thereon from the date of the invoices at the rate of interest specified in the General Service Agreement executed by the parties to this Agreement currently in effect.

NINTH: That if the CITY'S payments, as set forth in Section 6 above, are not delivered to the COUNTY office, which will be described on the billing invoice prepared by the COUNTY, within 30 calendar days after the due date of said invoice, notwithstanding the provisions of Government Code, Section 907, the COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with the COUNTY, without giving notice to the CITY of the COUNTY'S intention to do so.

TENTH: The CITY shall review all project billing invoices prepared by the COUNTY and report in writing any discrepancies to the Director of Public Works or designee (hereinafter referred to as DIRECTOR), within 30 calendar days. Undisputed charges shall be paid by the CITY to the COUNTY within 30 calendar days of receipt of invoice. The Director will review all disputed charges and submit a written justification detailing the basis for those charges within 30 calendar days of receipt of the CITY'S written report. The CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within 30 calendar days.

ELEVENTH: Notwithstanding any other agreement between the parties and the provisions of Government Code Section 895, et seq., except for the CITY'S payment obligations in Sections 5 through 10 above, the sole recourse of the parties against each other in case of liability or injury relating to this Agreement shall be a claim against the Contractor based on the Service Agreement.

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TWELFTH: The COUNTY or the CITY may terminate this Agreement at any time during its term, upon 30 calendar days' prior written notice to the other party without further liability. The CITY agrees to pay its share of the cost of SERVICE up to the point of termination within 30 calendar days of receipt of invoice from the COUNTY.

THIRTEENTH: The COUNTY shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by Contractor's failure to perform under the Service Agreement or by forces of nature, fire, strike, loss of funding, or commandeering of materials, products, plants, or facilities by the government when satisfactory evidence thereof is presented to the CITY.

FOURTEENTH: Joint marketing may use any media subject to review by the CITY and the COUNTY. All promotional material specifically disseminated to the CITY or the COUNTY areas shall include the following: "This Service is financed through funds provided by the County of Los Angeles and the City of La Canada Flintridge."

FIFTEENTH: This Agreement is by and between CITY and COUNTY and is not intended and shall not be construed to create the relationship of agent, servant, employees, partnership, joint venture, or association as between CITY and COUNTY. This Agreement is not intended to benefit any third parties.

SIXTEENTH: The COUNTY will provide access to daily ridership logs (e.g., drivers' and dispatchers' logs) or other operational records for SERVICE deemed necessary by CITY and will provide copies thereof upon specific request of the CITY. The COUNTY will report the CITY ridership to the CITY at the end of each summer season. The COUNTY will keep records of all operating costs of SERVICE in accordance with strict accounting procedures. All reportable (as defined by law) accidents involving SERVICE equipment or personnel while operating with the CITY passengers shall be reported within one COUNTY business day (Monday through Thursday) to the CITY'S Transit Manager, or their designee. The COUNTY will maintain such operating and fiscal records as necessary to comply with the Los Angeles County Metropolitan Transportation Authority's Proposition A Local Return guideline requirements and procedures and will maintain all records on file for a minimum of three years following the term of this Agreement.

SEVENTEENTH: This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement was drafted by both parties and any ambiguity shall not be construed against either party.

EIGHTEENTH: This Agreement and the incorporated references of the Service Agreement fully express all understanding of the parties concerning all matters covered and shall constitute the total Agreement. Except as may otherwise be provided herein, not addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

//

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF LA CANADA FLINTRIDGE on \_\_\_\_\_, 2007, and the DIRECTOR OF PUBLIC WORKS on \_\_\_\_\_, 2007, pursuant to authority delegated by the Board of Supervisors on \_\_\_\_\_, 2007, Board Action \_\_\_\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF LA CANADA FLINTRIDGE

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Type or Print Name

## ENCLOSURE D

## Bid Detail Information

**Bid Number :** PW-ASD 647  
**Bid Title :** SUMMER BEACH BUS SERVICES (2007-AN009)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** BUS - TRANSIT (COACH - TOURING) CUSTOM  
**Open Date :** 1/11/2007  
**Closing Date :** 1/24/2007 1:00 PM  
**Bid Amount :** N/A  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for eight separate contracts for the Summer Beach Bus Services (2007-AN009). If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <http://dpwftp.co.la.ca.us/solicitationdocuments/bchbus.pdf> or from Ms. Tamara Maldonado at (626) 458-4080, Monday through Thursday, 7 a.m. to 5 p.m.

Each Service Route will be awarded and evaluated independently.

Service Route No.	Name of Route	Estimated Annual Contract Amount
Service Route 1	Altadena	\$20,000
Service Route 2	Antelope Valley	\$40,000
Service Route 3	Charter Oak	\$15,000
Service Route 4	East LA	\$ 6,000
Service Route 5	La Crescenta/La Canada Flintridge	\$26,000
Service Route 6	Santa Clarita	\$13,000
Service Route 7	South Whittier	\$22,000
Service Route 8	Topanga Canyon	\$ 6,000

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, a minimum of three years' experience in providing the same or similar shuttle transportation service for government agency(ies). This minimum three years' experience requirement also applies to the Proposer's Contract Manager as well as to the Proposer's Maintenance Manager.

Proposer must submit copies of valid State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) driver's licenses and copies of valid DMV Medical Examination Certificates as well as any other required licenses or endorsements required by Federal, State, and local regulations or an affirmative statement that the Proposer shall provide these documents before the start of the proposed contract.

The Proposer shall submit the Maintenance Manager's National Institute for Automotive Service Excellence (ASE) Certification in T-8 Preventive Maintenance Inspection (Medium/Heavy Truck) or an affirmative statement that the Proposer's Maintenance Manager will obtain one within 12 months after the proposed contract start date or the Proposer will have a Maintenance Manager with the Certification within 12 months of the start of the proposed contract. The Proposer's Maintenance Manager shall maintain their ASE Certification throughout the term of the contract.

A Proposers' Conference will be held on Wednesday, January 24, 2007, at 1 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the Conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, February 7, 2007, at 5:30 p.m. Please direct your questions to Ms. Maldonado at the number above.

**Contact Name :** MS. TAMARA MALDONADO  
**Contact Phone# :** (626) 458-4080  
**Contact Email :** [tmaldonado@dpw.lacounty.gov](mailto:tmaldonado@dpw.lacounty.gov)  
**Last Changed On :** 1/11/2007 3:22:39 PM

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Request for Local Small Business Enterprise (SBE) Preference Program Consideration and  
SBE Firm Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: TRANSIT SYSTEMS

My County (WebVen) Vendor Number:

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>35</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						3
Hispanic/Latino	2		1	1	11	5
Asian or Pacific Islander						
American Indian						
Filipino					1	
White			3		5	

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	100 %	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>Mauri Vanez</u>	Title: <u>PRESIDENT</u>	Date: <u>2/1/07</u>
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